

AGREEMENT BETWEEN:

MONTANA NATURAL HERITAGE PROGRAM (hereafter “MTNHP”)

and

(hereafter “_____”)

I. The Parties to this Agreement acknowledge that:

- A. MTNHP products and services are based on biological data and the objective interpretation of those data by professional scientists. MTNHP does not advocate any particular philosophy of natural resource protection, management, development, or public policy.
- B. MTNHP has no natural resource management or regulatory authority. Products, statements, and services from MTNHP are intended to inform parties as to the state of scientific knowledge about certain natural resources, and to further develop that knowledge. They are not intended as natural resource management guidelines or prescriptions.
- C. Species range maps, habitat models, occurrence polygons, and other predictions of the spatial distribution of biological resources produced by MTNHP are objective extrapolations of credible data. They are intended to inform parties of the known occurrence or the likelihood of the presence of those resources, guide future surveys for those resources, and to test hypotheses regarding habitat quality and abundance. They are not intended to substitute for field-collected data, nor are they intended to be the sole bases for natural resource management decisions. We do not portray our databases as exhaustive or comprehensive inventories of rare species or of significant natural features. Field verification of the absence or presence of sensitive species will always be an important obligation of users of our data.
- D. MTNHP staff and contractors do not cross or survey privately-owned lands without express permission from the landowner. However, the program cannot guarantee that information provided to us by others was obtained under adherence to this policy.
- E. Sources of our data include museum specimens, published and unpublished scientific literature, field surveys, and knowledgeable individuals. We actively solicit and encourage additions, corrections and updates, new observations or collections, and comments on any of the data we provide.
- F. MTNHP staff are available and should be consulted with questions regarding the interpretation or appropriate use of the data that we provide.
- G. MTNHP responds equally to all requests for products and services, regardless of the purpose or identity of the requester. In order to establish clear documentation of the information provided and how it is to be used, requests for unusually large amounts

of MTNHP data require a signed agreement specifying appropriate and inappropriate uses of the data involved.

- H. The information provided to you by MTNHP is intended for distribution or use only within your department, agency, or business. Subcontractors may have access to these data during the course of any given project, but should not be given a copy for their use on subsequent, unrelated work. Duplication of hard-copy or digital MTNHP products with the intent to sell is prohibited without written consent by MTNHP. Should you be asked by individuals outside your organization for the type of data that we provide, please refer them to MTNHP.
- I. MTNHP requires acknowledgement as a data provider in any product involving MTNHP data, and also requires acknowledgement of appropriate staff members as the original authors of species summaries, biological reports, and similar documents in any product referring to or incorporating such documents.
- J. Because MTNHP constantly updates and revises its databases with new data and information, products may become less accurate over time. Interested parties are encouraged to obtain the most current information possible from MTNHP, rather than using older products. We add, delete, and change records on a daily basis; consequently, we strongly advise that you update your MTNHP data sets every six months for most applications of our information.

II. MTNHP will deliver records on the occurrence of **Species of Concern** for Montana in accordance the request made by **Name of Requestor**. The delivery (hereafter “dataset”) will represent an unusually large amount of MTNHP data and meets the conditions specified in Section G-J of this Agreement.

A. The following are appropriate uses of the dataset by _____:

- 1. Analyses supporting the _____.

B. All uses of the dataset not specified in II-A of this agreement are inappropriate and shall not be attempted by _____. These include, but are not limited to:

- 1. Analyses not directly related to the _____; this includes delivery of all or part of the dataset to any third party for any use other than analyses supporting the completion of the _____ work described above.

Signatures:

Date: _____

Date: _____

Allan Cox, Systems and Services Manager
Montana Natural Heritage Program
Montana State Library
1515 East Sixth Ave.
Helena Montana 59620-1800

(406) 444-3989

() -

acox@mt.gov

--